



Dealer Application for Account

Please type or print clearly—return via email or fax to the address below

Love-Less Ash Company/Dustless Technologies
 1285 E. 650 S. Price, UT 84501
www.dustlesstechnologies.com

Phone: (435) 637-5885
 Fax: (208) 567-6706
orders@dustlesstools.com

This page must be filled out completely. Application void if any changes by Customer to policies without approval. A recent W-9 must accompany this application. If you are exempt from sales tax, please send documentation.

If we should not collect sales tax on purchases, you must provide a **current tax exempt certificate. We are required to collect sales tax in certain states if a tax exempt certificate is not provided. If you elect that we do not collect sales tax and a purchase should be taxable, it is the customer's responsibility to remit tax to the appropriate jurisdiction(s).

Company Information

| | | | | |
|---------------------|---|--|--------------------------------------|--|
| Type of Company | <input type="checkbox"/> Corporation Type: _____ | <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability |
| Nature of Business: | | | Website: | |
| Company Name: | | | DBA: | |
| Bill to Address: | | | | |
| Federal Tax I.D. # | | | State Tax I.D. # | |

Primary Buyer Contact (if varies by shipping location, please note that on ship to locations)

| | | |
|------------------|----------|---------|
| Primary Contact: | | |
| Phone: () | Fax: () | E-Mail: |

Accounts Payable Information - * Customer is responsible to keep accounts payable information updated*

| | | | |
|-----------------------------|---|------------------------------------|------------------------------|
| Accounts Payable Contact: | | | |
| Phone: () | Fax: () | E-Mail (Required): | |
| Billing Method (select one) | <input type="checkbox"/> E-Mail (Preferred) | <input type="checkbox"/> Hard Copy | <input type="checkbox"/> Fax |
| Billing Address: | | | |
| City: | State: | Zip: | |

Shipping Information (if shipping to multiple locations with one corporate address, please include all ship to locations on a separate attachment)

| | | |
|-------------------|----------|---------|
| Shipping Address: | | |
| City: | State: | Zip: |
| UPS Account #: | | |
| Contact Name: | | |
| Phone: () | Fax: () | E-Mail: |

Innovating Dust Control Solutions

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Company Principals

| Name | Title | Home Address | Phone |
|------|-------|--------------|-------|
| | | | |
| | | | |

General Company Information

| Years of Business | Date Established | Annual Sales | |
|---------------------|---------------------|---------------|--|
| | / / | Current year: | |
| Number of Locations | Number of Employees | Last year: | |
| | | | |

Bank Information

| | | | |
|-----------------|---|----------|--|
| Bank: | | Address: | |
| City: | State: | Zip: | |
| Account Number: | Type of Account: <input type="checkbox"/> Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan | | |

Trade References

| Company | Contact Name | Account Number | Phone | Fax <i>(Required)</i> |
|---------|--------------|----------------|-------|-----------------------|
| | | | | |
| | | | | |
| | | | | |

I certify that the information provided is true, current and complete. I hereby authorize Love-Less Ash/Dustless Technologies to request and receive Credit and Bank information for the purpose of securing an open line of credit with their company. I understand if terms are granted they are Net 30 date from date of invoice. I understand that if I do not abide by the terms listed, my credit card will be charged for the funds owed. I understand that if I do not abide by the terms listed, late charges will be applied, court cost and attorney fees will be charged to my account if necessary to collect all outstanding debt.

Print Name: _____ Title: _____

Signed: _____ Date: _____

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Policy Statement

Our credit application form along with this policy statement must be completed, returned and on file as a condition to maintain an open account. These Policies, Terms and Conditions shall apply to sales of Products by Love-Less Ash/Dustless Technologies (hereafter Dustless) and the Customer. Any variation to these, including any special terms and conditions agreed between parties, shall be inapplicable unless agreed in writing by Dustless.

All pages must be initialed and the final page signed as an understanding and acceptance of all policies, terms, and conditions contained herein.

I. Credit and Collection

Credit Terms: To be determined at time of application processing, generally Net 30 days if approved.

Payments: Each invoice is due in full on or before 30 days from the invoice date unless otherwise agreed in writing. Any returns or debits on account must be approved by Dustless prior to payment of invoice. **Any credits not used within one year will be void.** Preferred method of payment is check in US funds, or ACH. Credit card charges may be subject to a credit card processing fee. For customers to whom a line of credit is extended, invoices paid via credit card more than 20 days after original invoice date will be subject to a credit card processing fee of 3.5%, 6% for American Express credit cards.

Past Due Accounts: Dustless reserves the right to charge interest on overdue invoices from the date when payment becomes due at a rate of 1 ½ percent per month, or 18 percent per annum. At **20 days** past due, future orders will be placed on hold until past due invoice amounts are paid. At **90 days** past due, credit terms will no longer be offered and your account will automatically be placed on pre-paid status without notice. At **110 days** past due, past due invoices and associated interest fees will be placed with our collection agent. Attorney’s fees and collection costs will be borne by the customer if the account is placed for collection.

II. Returned Goods Policy

Goods originally purchased from Dustless may be returned for credit or exchange (no cash refunds) only upon the following conditions:

1. A return merchandise authorization (RMA) must be obtained from Dustless’ customer service department prior to return. Credit/exchanges will not be issued due to “Buyers’ Remorse”. Return merchandise authorizations will be issued up to 30 days after the date of original purchase unless otherwise authorized in writing by a member of Dustless’ management team. Returned merchandise with a valid RMA must be received by Dustless within 15 days of authorization.
2. Goods returned must be current models of catalogued items, packaged in original factory cartons and must be in new resalable condition as determined by inspection at Dustless factory in Price, Utah. Dustless will not be obligated to accept any Products that are damaged in any way; please package all returns accordingly.
3. Transportation charges must be prepaid and are nonrefundable.

Customer below hereby agrees to all the above policies, terms and conditions for consideration and extension of credit by Dustless (initial/date). _____

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(Returned Goods Policy continued)

4. Returned goods accepted for credit or exchanges are subject to a 15% handling charge to cover the cost of inspection, testing and repackaging.
5. No guaranteed sale on non-moving inventory.
6. Credit will be based on the original purchase price or the current prices at Dustless' discretion.
7. Dustless reserves the right to return to the shipper, freight collect, any shipment received that does not follow this policy.

III. Discontinued Products: Dustless will make every effort to give Representatives, Partners and Dealers approximately 30-90 days' notice regarding any discontinued items as well as any available replacements. Dustless will continue to offer global support and repair or replace and return service for discontinued products through the warranty period of the products purchased. Dustless will not provide any additional development work of the discontinued product, nor is it in Dustless' policy to accept any product buyback, as a result of discontinuation alone.

IV. Limited Warranty: We at Dustless stand behind what we build. We warranty our vacuums to the original retail purchaser against defects in materials or workmanship for a period of three (3) years after date of purchase, ten (10) years on our Cougar Ash Vacuums from the date of original purchase, our shroud products and accessories are warrantied for 90 days from the date of purchase. This limited warranty does not cover claims resulting from (I) misuse, (II) neglect, (III) modification and/or (IV) failure to follow instructions.

V. Freight and Delivery Policy: Due to our remote area we are limited in shipping methods. Preferred shipping methods are UPS and LTL Old Dominion. Cut-off for processing of purchase orders is noon MST, or 10 a.m. Fridays. If you have a preferred carrier please send account information to keep on file. It is the customer's responsibility to keep this information updated, changes will be made within 24 hours from the time of receipt. If the customer requests Fed EX, the only option is ground, the PO will not be shipped out the same day, delayed by up to two weeks or more, and there will be a \$5.00 handling fee per package. There is a \$5.00 drop ship fee. Shipping terms are FOB Price, UT. Any damages, shortages, over deliveries and duplicated orders must be reported to Dustless within 15 days of receipt of goods to enable replacement or refund.

VI. Internet Resellers, Online Sales and MSRP/MAP policy: All products purchased from Dustless shall not be sold on any commercial retail or major marketplace website including but not limited to: Amazon, eBay, Walmart, etc. without express written permission.

Customers may promote and/or sell Dustless' products on their company-owned websites at or above MSRP/MAP price. Any images of Dustless products sold online and in catalogues must be current images of products. It is the customer's responsibility to maintain current product images.

Customer below hereby agrees to all the above policies, terms and conditions for consideration and extension of credit by Dustless (initial/date). _____

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All Dustless products sold online on any website(s) shall be sold at MSRP/MAP pricing. MSRP and MAP are one-the-same for all Dustless products. While Dustless will make efforts to notify customers of price changes, it is the customer’s responsibility to periodically verify MSRP/MAP pricing. Sale of products purchased from Dustless on any major marketplace website at any price less than MSRP/MAP may result in termination of customer’s business relationship with Dustless.

VII. Governing Law and Jurisdiction: This Agreement shall be governed by and construed in accordance with the laws of the State of Utah and the parties hereby submit to the exclusive jurisdiction of the courts in the State of Utah.

I have read and understand the Policies as described in this Dealer Application and the included Policy Statement and agree to the all policies, terms and conditions contained herein.

Company Name: _____

Title: _____

Authorized Signature: _____

Date: _____

****Please remember to send a completed W-9 and tax exempt information.****

Please complete credit card information on page 6. We will contact you for the 3 Digit number (4 digit for American Express cards) upon approval of application. Due to increased fraud and higher than required security settings, we require the full billing address associated with the credit card provided.

Please sign below that you authorize us to use this credit card (last 4 of card number _____) and replacement credit card information as provided for purchase orders submitted to Dustless:

Signature: _____

Printed Name: _____

Date: _____

Contact information for Credit Card:

Name: _____ Title: _____

Contact number: _____

| For Internal Use Only | |
|---------------------------|--|
| Application Approval Date | |
| Credit Terms Extended | |
| Application Approved By | |

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This page will not be kept on file.

Credit Card Information

| | |
|------------------------------|---|
| Credit Card #: | 3 Digit # on Back: (We will contact individual above) |
| Name on Card: | Expiration Date: |
| Credit Card Billing Address: | |

Should credit card information need to be updated or changed, please contact our Accounts Receivable department. Once recorded, our ERP software creates a token for the credit card number and this page will be destroyed.